

SECRET

Approved For Release 2001/08/17 : CIA-RDP57-00384R000800210006-7

Attachment A

25X1A



Additional section for ARTICLE I-A - SCOPE OF WORK

d. Use of Facilities. The Contractor is hereby authorized and shall be responsible for the use of the premises provided for by this contract for the conduct of such research, development, production, test, assembly, packaging and shipment operations and such other related activities on behalf of the Government as responsible representatives of the Government shall from time to time request under appropriate contracts with agencies of the Government.

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SECURITY INFORMATION

Attachment B

25X1A
[REDACTED]

Substitute for ARTICLE IV-A (a & b) - RESPONSIBILITY OF CONTRACTOR

(a) The premises hereby provided for will be used by Contractor for the conduct of a variety of research, development, production, test, assembly, packaging and shipment operations, and such other related activities on behalf of the Government as responsible representatives of the Government shall from time to time request under this or other contracts with agencies of the Government. The Government recognizes that this work will frequently be of a dangerous nature and that its accomplishment will be attendant with even greater risk of damage to property, injuries to persons, and failure or delays in performance due to uncertain and unexpected causes than would normally exist. In recognition that all of this work will be performed by Contractor on behalf of the Government, the latter shall defend, indemnify and hold the Contractor harmless against any loss, expense, or damage with respect to injuries to and deaths of persons or damage to or destruction of property arising out of or connected with the performance of the work, unless such loss, expense, or damage should be shown by the Government to have been caused directly by bad faith or willful misconduct on the part of one or more of the Contractor's corporate officers or other representatives having supervision or direction of the operation of the whole of the Contractor's business or of the whole of any plant operated by the Contractor, or of substantially all of the work covered by this contract.

(b) The Contractor shall not be liable to the Government in any amount whatever for damage to or destruction of property or for any injury to or death of persons arising out of or in connection with the work hereunder or for failure or delay in performance caused by such casualty, unless same shall be shown by the Government to have been caused directly by bad faith or willful misconduct on the part of one or more of the Contractor's corporate officers or other representatives having supervision or direction of the operation of any plant operated by the Contractor, or of substantially all of the work covered by this contract.

(c) The Contractor shall not assert any claim under this indemnity agreement which is compensable under insurance in force. He will procure and maintain such available insurance as the Government may require or approve and shall be reimbursed therefor in accordance with the terms of this contract.